

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND COLLECTIVE ACTION
LAWSUIT AND FAIRNESS HEARING**

A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU WORKED AS A CREW MEMBER IN A PIT AND/OR PR CREW FOR OSMOSE UTILITIES SERVICES, INC. AT ANY TIME OR IN CERTAIN LOCATIONS DURING THE TIME PERIODS SET FORTH BELOW, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS AND COLLECTIVE ACTION LAWSUIT SETTLEMENT.

- This Notice pertains to all persons employed by Osmose Utilities Services, Inc. (“Osmose”) in the position of Crew Member in PIT and/or PR crews in Arkansas, California, Colorado, Connecticut, District of Columbia, Hawaii, Illinois, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New York, Ohio, Oregon, Pennsylvania, Virginia, Washington, or Wisconsin within the period of September 13, 2019, through May 5, 2023, and who has not otherwise released their claims under the FLSA or applicable state law (the “Settlement Class”), and who also filed and did not withdraw a Consent to Sue Form with the Court in the Action on or before May 5, 2023 (i.e. “Settlement Collective Members”).
- This Notice does *not* pertain to members of the Settlement Class who either did not file a Consent to Sue Form with the Court in the Action on or before May 5, 2023, or filed a Consent to Sue Form that was withdrawn. Such persons are also covered under the settlement but will receive a different notice.
- The settlement resolves a legal Action by a former Crew Member named Desmond Hodges, who alleges that he and other Crew Members were not paid for hours in excess of forty (40) in a workweek spent (1) travelling between their residences and motels and/or job sites, (2) performing work at the motel and then travelling to the job site; and/or (3) travelling from the job site to the motel and then performing work at the motel, and seeks to recover allegedly unpaid wages and other damages from Osmose pursuant to the federal Fair Labor Standards Act (“FLSA”) and the overtime and wage-payment laws of the states listed above.
- Osmose denies these allegations and believes that Crew Members were and are properly paid for all time worked and received all monies to which they are entitled.
- The Plaintiffs and Osmose agreed to this settlement to avoid the burden, expense, inconvenience, and uncertainty of litigation. The Court preliminarily approved this settlement, but the Court has not made any ruling on the merits of the Plaintiffs’ claims, and no party has prevailed in this action.
- You have received this Notice because Osmose’s records indicate that you are a member of the Settlement Class and filed and did not withdraw a Consent to Sue Form with the Court in the Action on or before May 5, 2023. If the settlement is approved, you will receive a monetary settlement.

PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will only be made if and when the Court approves the settlement and after any appeals are resolved. Please be patient.

1. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice explains the terms of the settlement, your rights, and what claims are being released by Crew Members who are members of the Settlement Class. If the settlement is given final approval by the Court, Defendants will create a settlement fund of up to \$3,375,000.00. You are receiving this notice because you are a member of the Settlement Class.

2. WHAT DOES THE SETTLEMENT PROVIDE?

Osmose has agreed to pay up to a maximum of \$3,375,000.00, which will include a payment totaling \$775,000 to Settlement Collective Members, an additional payment to members of the Settlement Class who did not file a Consent to Sue Form with the Court in the Action on or before May 5, 2023, and who submit timely Claim Forms in accordance with this Notice, a payment of \$10,000.00 to Desmond Hodges in exchange for his release of all claims against Osmose, attorneys fees' of up to one-third of the settlement fund, reimbursement of attorneys' costs of up to \$51,250, and the costs of the Claims Administrator to facilitate this settlement. Any unclaimed funds by Class Members will remain with Osmose.

3. HOW MUCH MONEY WILL I GET IF THE SETTLEMENT IS APPROVED?

If the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment, which is calculated based upon the weeks worked as a Crew Member in PIT and/or PR crew within the period of September 13, 2019, through May 5, 2023.

One-half of the payment will be considered wages and taxes will be withheld from that portion. The other half will be considered non-wage compensation and taxes will not be withheld. Please consult your tax advisor or accountant regarding the taxability of this settlement payment. You are solely responsible for the payment of any taxes on payments reported as non-wage income, as well as reimbursing Osmose if it is required to pay any taxes, interest, or penalties on such payments. Class Counsel and Osmose's counsel make no representations regarding the taxability of your settlement payment.

Payment will only be made if the Court finally approves the settlement, so we do not know when checks will be sent to you.

Checks that are not cashed within 90 days of issuance will be null and void.

4. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

You can object to any portion of the settlement with which you disapprove. The Court will consider your views. You are not required to submit an objection. To object to the settlement, you must send a signed letter to the Claims Administrator by [insert date] saying that you object to the settlement and setting forth the grounds for the objection. Written objections must contain your name and address, must be signed by you, and must include reference to the matter of *Hodges et al v. Osmose Utilities Services, Inc.* If you opt out of the settlement, you cannot object to the settlement.

The Claims Administrator's contact information is:

[insert address]
[insert phone number]
[insert email address]

An objector also has the right to appear in person at the Fairness Hearing (explained in Section 7 below), but is

not required to do so in order to have their objections considered by the Court. If you wish to appear at the Fairness Hearing, you must state your intention to do so in your letter to the Claims Administrator.

5. WHAT CLAIMS AM I RELEASING BY PARTICIPATING IN THE SETTLEMENT?

If the Court grants final approval of the Settlement, the Plaintiffs, the Settlement Collective Members, and the Settlement Class Members (other than those who submit valid and timely Exclusion Letters) will release and forever discharge Defendant, and each of its former and present predecessors, successors, parents, subsidiaries, franchisors, insurers, and affiliates, whatever their current or former legal names or legal entity status, and each of their respective current and former owners, officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives (“Released Parties”), from any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, arising on or before May 5, 2023 (“Release Period”), arising out of, based on, or encompassed by: (a) the claims that were asserted in any civil complaint filed in this case on behalf of Plaintiff or any of the Settlement Collective or Class Members; (b) claims that relate to or arise out of the payment of the applicable minimum wage, under-payment of the applicable minimum wage, or failure to pay the applicable minimum wage; (c) claims that relate to or arise out of the payment of straight time, under-payment of straight time, or failure to pay straight-time; (d) claims that relate to or arise out of the payment of the applicable overtime rate, under-payment of the applicable overtime rate, or failure to pay the applicable overtime rate; (e) claims that relate to or arise out of unpaid compensation of any kind for work performed; and (e) claims that arise under all federal, state, and local wage and hour claims, or any similar state, municipal, or local laws, including but not limited to all claims under the FLSA, Arkansas Wage Acts; California Wage Act; Colorado Wage Acts; Connecticut Wage Acts; DC Wage Acts; Hawaii Wage Acts; Illinois Wage Acts; Kentucky Wage Act; Maine Wage Acts; Maryland Wage Acts; Minnesota Wage Acts; Missouri Wage Act; Nevada Wage Acts; New Jersey Wage Acts; New York Wage Acts; Ohio Wage Acts; Oregon Wage Acts; Pennsylvania Wage Acts; Virginia Wage Acts; Washington Wage Acts; and Wisconsin Wage Acts. Without limiting the generality of the foregoing, the claim preclusion effect of this Settlement, and the judgment thereon, for res judicata purposes, shall be co-extensive with this release of claims. (collectively, the “Released Claims”).

6. WHEN WILL I GET MY PAYMENT?

The Court will hold a hearing on _____, at _____ to determine whether to approve the settlement. If the Court approves the settlement, there may be appeals after that, although it is unlikely. Resolving appeals can take time, perhaps more than a year. Settlement Checks will be issued once the Court approves the Settlement and any appeals have expired. Please be patient.

7. WHEN IS THE FAIRNESS HEARING?

A hearing before the Court will be held on _____, at _____ (the “Fairness Hearing”). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and if it should be approved by the Court. The Court will take into account any objections filed in accordance with the procedures described above, and will rule on Plaintiffs’ request for approval of a payment of \$10,000.00 to Desmond Hodges in exchange for his release of all claims against Osmose, attorneys fees’ of up to one-third of the settlement fund, reimbursement of attorneys’ costs of up to \$51,250, and the costs of the Claims Administrator to facilitate this settlement.

8. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you returned your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

9. DO I HAVE A LAWYER IN THIS CASE AND HOW WILL THEY BE PAID?

The Court has decided that the lawyers at Brown, LLC, are qualified to represent you and your fellow Crew Members. These lawyers are "Class Counsel." You will not be charged for these lawyers because their fees and costs will be paid from the total settlement fund as approved by the Court. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment attorneys fees' of up to one-third of the settlement fund and reimbursement of attorneys' costs of up to \$51,250. You do not need to retain your own attorney to participate in this settlement.

10. WHAT IF I HAVE QUESTIONS OR WANT TO EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you can contact the Claims Administrator or Class Counsel at:

Brown, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
flsagroup@jtblawgroup.com

You may also examine the court records in-person at the Clerk's Office located at 18 Greenville Street Newnan, Georgia 30263-2789.

Please do not contact the Court.